

MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into by and between the STATE OF ARIZONA, acting by and through the Arizona Department of Transportation, Highway Division, herein referred to as the STATE, and the CITY OF WILLIAMS, ARIZONA, a municipal corporation, herein referred to as the CITY,

WITNESSETH:

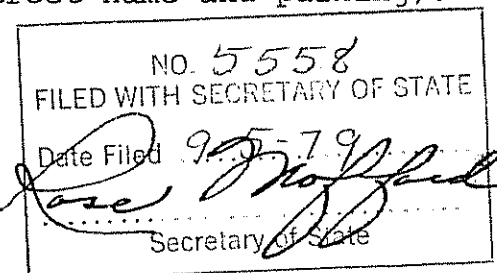
WHEREAS, it is to the mutual benefit of the STATE and the CITY to enter into an agreement covering the maintenance of a certain State Highway known as U.S. Route 66, which is a State Highway of the STATE and which traverses the said CITY over those certain streets known as Railroad Avenue and Bill Williams Avenue which form the necessary and convenient links for the connection of sections of the aforesaid State Highway and for carrying of such State Highway through said CITY, as more particularly set forth upon the map attached hereto and marked Exhibit "A", and by reference made a part hereof.

NOW, THEREFORE, it is hereby mutually agreed by and between the CITY and the STATE:

1. That the STATE shall, except as otherwise expressly provided in this agreement, have jurisdiction and control over and be responsible for the maintenance and any needed betterments of the highways as delineated upon the map attached hereto and marked Exhibit "A"; said jurisdiction, control and responsibility to include:

- a. Betterment or reconstruction of roadway, curbs, sidewalks, medians and channelization.
- b. Bridges and drainage.
- c. Guardrails and fences.
- d. Transportation permits, such as overweight, overwidth and overheight as prescribed by law.
- e. Permits for highway right-of-way encroachments and use.
- f. Traffic control devices, including signs, signals, striping and marking (except street name and parking).

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- g. Highway junction illumination and any other illumination for the express purpose of safety for the traveling public (including energy charges).

2. That the CITY shall furnish the STATE information as to annexation of any areas that include State Highways. Following the nature of said annexation, the STATE shall submit to the CITY an amendment to this agreement, which shall include a revised map.

3. That the CITY shall, except as otherwise expressly provided in this agreement, have jurisdiction and control over routine maintenance and be responsible for routine maintenance of:

- a. Sidewalks.
- b. Sprinkling.
- c. Street lighting (other than safety lighting).
- d. Street name signs, parking signs and marking in accordance with uniform STATE standards.
- e. Routine maintenance (including sweeping and cleaning) of roadway and curbs.
- f. Removal of snow, sand, rock and other debris caused by slides or other unusual causes.

4. That the CITY shall not allow snow, sand, rocks or other hazardous debris to be dozed or swept onto State Highways.

5. That the regulations as set forth on the "Authorized Position of Advertising Signs along State Highway Right of Way" shall be adhered to as a minimum by the CITY. A copy of said regulations is attached hereto and marked Exhibit "B", and by reference made a part hereof.

6. That the CITY shall furnish adequate evidence of full liability and property damage insurance on all employees engaging in performing duties heretofore agreed to on the State Highway right of way. The CITY will maintain the insurance for the period of this agreement. A copy of the policy is attached hereto and marked Exhibit "C", and by reference made a part hereof.

7. That the CITY will provide traffic control in accordance with the Arizona Department of Transportation Traffic Control Manual for Highway Construction and Maintenance during all maintenance operations by the CITY on the State Highway right-of-way.

8. That any or all of the terms, conditions and provisions, and attached exhibits forming a part hereof, shall remain in full force and effect for a period of five (5) years from the date hereof, at which time it shall terminate, provided that the same

may be amended, supplemented, terminated or extended by mutual consent of the parties hereto at any time prior to the termination of this instrument.

9. That this agreement shall supersede all previous Street Maintenance Agreements other than supplemental agreements for traffic control devices, safety illumination and roadside development.

10. All work performed under the provisions of this agreement shall be performed in a manner satisfactory to the STATE.

11. All parties are hereby put on notice that this agreement is subject to cancellation by the Governor pursuant to Arizona Revised Statutes, Section 38-511.

12. This agreement shall be filed with the Secretary of State and shall become effective on the date of such filing.

ATTEST:

CITY OF WILLIAMS

BY Robert J. Edberg
Mayor

ARIZONA DEPARTMENT OF TRANSPORTATION

BY J. B. Mertz
Chief Deputy State Engineer



OFFICE OF THE
Attorney General

1801 WEST JEFFERSON STREET
FOURTH FLOOR
PHOENIX, ARIZONA 85007

ROBERT K. CORBIN
~~XXXXXXXXXXXX~~
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. 79-435 which is an agreement between public agencies has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.


DATED this 20th day of June, 1979.

ROBERT K. CORBIN
Attorney General

ALBERT MORGAN
Assistant Attorney General

RESOLUTION

Be it resolved on this date August 15, 1979 I, W. A. ORDWAY, the below undersigned Director, Department of Transportation, have determined that it is to be to the advantage of the State of Arizona that the Department of Transportation, acting by and through the Highways Division and the City of Williams, enter into the intergovernmental agreement for the purpose of maintaining certain State Highway known as U. S. Route 66, which is a State Highway of the State and which traverses the said CITY over those certain streets known as Railroad Avenue and Bill Williams Avenue which form the necessary and convenient links for the connection of sections of the aforesaid State Highway and for carrying of such State Highway through said CITY.



WILLIAM A. ORDWAY, Director
Department of Transportation

RESOLUTION NO. 590

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF WILLIAMS, COCONINO COUNTY, ARIZONA,
AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE STATE OF ARIZONA AND THE CITY
OF WILLIAMS, PROVIDING FOR THE MAINTENANCE
OF STATE HIGHWAYS LOCATED WITHIN THE CITY
OF WILLIAMS.

WHEREAS, the City of Williams is empowered by A.R.S.
Sec. 11-951 et. seq., to enter into an Intergovernmental Agreement
with the State of Arizona covering the maintenance of those
certain State Highways known as U.S. 66 which are State Highways
in the State of Arizona and which traverse and portions are
located within the said City of Williams, and

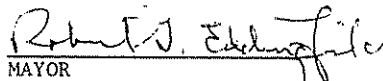
WHEREAS, it would be to the mutual benefit of the City
of Williams and the State of Arizona to enter into such an
Intergovernmental Agreement,

NOW, THEREFORE, BE IT RESOLVED that the Mayor of the
City of Williams is authorized to execute on behalf of the City
of Williams that certain Intergovernmental Agreement between the
State of Arizona and the City of Williams which is attached
hereto and incorporated herein by reference.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE
CITY OF WILLIAMS, ARIZONA, this 12th day of April,
1979 by the following vote:

Ayes	<u>5</u>
Nays	<u>0</u>
Abstentions	<u>0</u>
Absent	<u>2</u>

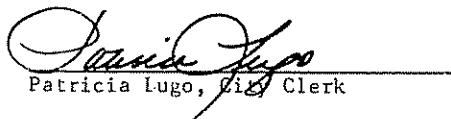
CITY OF WILLIAMS


MAYOR

ATTEST:

I, Patricia Lugo, certify that this
is a true and accurate copy of
Resolution No. 590 adopted by the
City Council of the City of Williams,
Arizona on April 12, 1979


CITY CLERK


Patricia Lugo, City Clerk

(CERTIFICATE OF INSURANCE)

CR010

THIS CERTIFICATE IS ISSUED AS A MATTER OF COURTESY TO THE POLICYHOLDER AND IS NOT A CONTRACT. THE POLICYHOLDER SHOULD REFER TO THE POLICY FOR THE COMPLETE TERMS, CONDITIONS, COVERAGES, EXCLUSIONS, LIMITS, COINSURANCE, DEDUCTIBLES, AND OTHER PROVISIONS. THIS CERTIFICATE IS NOT VALID UNLESS IT IS SIGNED BY THE COMPANY OR ITS AGENT.

Insurance Agency, Inc. P.O. Box 635 Williams, Arizona 86046	COMPANIES AFFORDING COVERAGES <div style="border: 1px solid black; padding: 2px; margin-bottom: 2px;"> A The Home Insurance Company </div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 2px;"> B </div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 2px;"> C </div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 2px;"> D </div> <div style="border: 1px solid black; padding: 2px;"> E </div>
City of Williams 113 South 1st Street Williams, Arizona 86046	

This is to certify that policies of insurance listed below have been issued to the insured named above and are in full force and effect.

COMPANY POLICY	TYPE OF INSURANCE	POLICY NUMBER	COVERAGE EFFECTIVE DATE	Limits of Liability in Thousands (000)		
A	GENERAL LIABILITY	1ST 8 48 86 75	12-1-80			
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM			BODILY INJURY	\$ 500	\$ 500
	<input checked="" type="checkbox"/> THEFT - FLOOD - FIRE			PROPERTY DAMAGE	\$ 100	\$ 100
	<input checked="" type="checkbox"/> LIABILITY FOR AUTO DAMAGE					
	<input checked="" type="checkbox"/> LIABILITY FOR PERSONAL AUTO					
	<input checked="" type="checkbox"/> LIABILITY FOR HOMEOWNERS					
	<input checked="" type="checkbox"/> LIABILITY FOR BUSINESS					
	<input checked="" type="checkbox"/> LIABILITY FOR OTHER					
	<input checked="" type="checkbox"/> LIABILITY FOR OTHER					
	<input checked="" type="checkbox"/> LIABILITY FOR OTHER					
AUTOMOBILE LIABILITY						
EXCESS LIABILITY						
WORKERS COMPENSATION and						
TELEPHONE LIABILITY						
OTHER						

Williams Union Station
113 S. 1st - Lower Station
Williams, Arizona

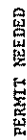
On effecton... of the above described... the expiration date... the certificate... to the below named certificate... upon the company

Arizona Dept of Transportation
Agency Management Services
113 South 1st Street
Williams, Arizona
Attn: P. A. Nicolao

5-25-78

Exhibit "C"

1. A permit is required for all encroaching overhanging signs and awnings. These signs and awnings are permitted in curbed urban sections for on premise advertising.
2. No advertising signs are allowed on any Interstate or Rural highway rights of way. Signs on Frontage Roads within Highway R/W in urban areas are permitted by this standard.
3. Signs with words "Stop", "Slowdown", etc. or signs similar in shape or color to official traffic signs are not permitted.
4. Lengths of signs and awnings may vary as shown except where City or County ordinances provide smaller maximums.
5. Illuminated signs attached to a building facing the R/W are permitted as shown.
6. An outdoor advertising permit is required for off premise signs.
7. Ground supported or portable signs shall not be placed within any right of way areas.



DESIGN APPROVED	ARIZONA DEPARTMENT OF TRANSPORTATION HIGHWAYS DIVISION STANDARD PLANS	REV DATE
APPROVED FOR DISTRIBUTION	PERMIT REGULATIONS FOR SIGNS AND MARKINGS	PLAN NO. 107 FORM NO. 107 REV. 11-59